

1. Liverpool City Council (ABN 84 181 182 471) is the promoter (**Promoter**) of the #NYELightUpTheSky competition (**Competition**) whose registered office is at 33 Moore Street, Liverpool NSW 2170.
2. The Competition is a game of skill. Chance plays no part in determining the winner. Each entry will be individually judged, based on individual creative merit. All entries must be an independent creation by the entrant and free of any claims that they infringe any third-party rights. Entries must not have been published previously and/or have been used to win prizes in any other competition. Entrants are permitted to submit a photo from one account of their choosing. Two entries from the same entrant, on different accounts, will not be accepted.
3. The Competition is being run through the social media platforms Facebook and Instagram. This Competition is in no way sponsored, endorsed, administered by, or associated with Facebook or Instagram.
4. Employees of the Promoter and agencies associated with the Competition are ineligible to enter the Competition, as are their immediate families. Immediate families refer to parents, spouses, and children.
5. To enter, each entrant must follow the Promoter on Instagram or Facebook, post a photo that showcases a resident viewing their local NYE fireworks display use the hashtag #NYELightUptheSky. To verify an entry, the entrant's Facebook or Instagram profile must be set to public, or Liverpool City Council must be tagged in the Facebook post. The Promoter reserves the right to verify the validity of entries.
6. All entrants must be 18 years old and over and residents of Australia.

Winners will be chosen by a panel of judges appointed by the Promoter and the photos will be judged by how well they appeal to visitors and promote Liverpool as a vibrant and welcoming City.
7. Winners must be able to supply a high-resolution version of their winning image to the Promoter upon being notified they are a winner.
8. Winners will be contacted via Facebook or Instagram before 15 January 2022. Winners are to respond to the Promoter within one week of notification to arrange delivery of the original high-resolution version of the image and delivery of the prize (such delivery in an electronic medium as reasonably required by the Promoter). Failure to do so will result in disqualification and forfeiture of any prize.
9. Winners will be credited when their images are used in the #NYELightUpTheSky post-event campaign.
10. Each winner grants to the Promoter a non-exclusive, fully assignable, royalty/licence free, perpetual copyright licence to reproduce, publish and communicate to the public their winning images (including the Promoter's collection which it makes available for public access whether or not through the use of digital communication technologies) in various media formats including, but not limited to, print media, including advertisements, yearly calendar, websites, social media and other digital mediums, and for exhibition purposes to promote Liverpool NSW as a great place to live, work and visit (and for any other purpose in connection with the Promoter's business).
11. The Promoter agrees and acknowledges that the licence granted under the preceding clause is non-exclusive and is in addition to and does not affect any use by the Promoter expressly authorised under the *Copyright Act*. For the avoidance of doubt, the copyright in the winning image vests in the winning entrant.
12. The Promoter reserve the right to disqualify any entrant submitting an entry which, in the opinion of the judges, includes objectionable content, including but not limited to profanity, nudity, potentially insulting, scandalous, inflammatory, or defamatory images or language. The Promoter's decision will be final, and no correspondence will be entered into.
13. The Promoter reserves the right to withdraw or amend the Competition and these terms and conditions with or without notice. Any changes to the Competition will be notified to entrants as soon as reasonably practicable by the Promoter.
14. By entering the Competition, an entrant is indicating their agreement to be bound by these terms and conditions. Further, the entrant releases the Promoter from and against any and all claims, demands, liability, damages or causes of action (howsoever arising), losses (including consequential loss), costs or expenses, with respect to or arising out of or related to the entrant's participation in the Competition, acceptance of a prize and/or use or misuse of a prize (including, without any limitation, any property loss, damage, personal injury or death caused to any person(s)) and any infringement by the entrant of any intellectual property rights of any other person.
15. The Competition commences 9pm 31 December 2021.
16. The judges' decision is final, and no correspondence will be entered into.
17. If the Promoter is unable to contact the winner within two weeks of first contact, then the Promoter can award the prize to another valid entrant.

18. These terms and conditions are governed by the laws of the State of New South Wales.